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ADOPTED
4/27/89

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

THE PARCEL 18+ DEVELOPMENT TASK FORCE

This Agreement is made as of the ____ day of _____, 19___ by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and The Parcel 18+ Development Task Force hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is an office on the first floor of 2406 Washington Street, Roxbury and is to be used solely for temporary office space for an administrative staff person.

2. The Licensee agrees that it is not eligible for relocation benefits.

3. The License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.

4. The License Fee shall be one dollar per year, payable in advance on the first day of each month, commencing April 1, 1989.

5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.

7. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.

8. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.

9. The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

10. The Licensee agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.

11. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

12. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.

13. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

By: _____

_____

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SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.

2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.

3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.

4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.

5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.

6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.

7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.

8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.

9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.

12. In conjunction with a general increase in the rents in the Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee but in no event will the fees increase more than the average increase borne by all similar licenses in the Project in the same year.

13. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.

14. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

MEMORANDUM

April 27, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT
LAVAL WILSON JR., SPECIAL ASSISTANT

SUBJECT: AUTHORIZATION TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH THE PARCEL 18+ TASK FORCE FOR THE PURPOSE OF OCCUPYING AN OFFICE ON THE FIRST FLOOR OF THE PROPERTY AT 2406 WASHINGTON STREET.

SUMMARY: This memorandum requests authorization for the Director to execute a standard license agreement with the Parcel 18+ Development Task Force to enter property at 2406 Washington Street in Roxbury, for the Purpose of occupying an office on the first floor for its Executive Director and her assistant. The license agreement would be for one (1) year.

The Parcel 18+ Task Force has requested that a Standard Lease Agreement with the Boston Redevelopment Authority (BRA) be executed to occupy an office on the first floor of the Dudley Site Office for one (1) year.

Parcel 18 is adjacent to the newly constructed Ruggles Street Station on the MBTA Orange Line. The site is one of the largest tracts of vacant land along the Southwest Corridor. Its development is considered a keystone to the revitalization of the Ruggles Street area and completion of the Southwest Corridor Project.

The Parcel 18+ Task Force, including residents and City and State representatives, collaborated in the project. In 1985 Mayor Raymond Flynn, Governor Michael Dukakis, and the Task Force signed an agreement to link the development of Parcel 18 to that of a major downtown site -- the City owned Kingston-Bedford garage.

For several years the Parcel 18+ Task Force has actively participated in the community review process for the Parcel to Parcel I Linkage Project I. They have been involved in the environmental review process, formulation of the Request for Qualifications and the Challenge Track, developer selection, and design review. In the coming year, their involvement will be required in continued design and environmental review and in planning, with the BRA and the developers, the specific community benefits that will be generated by this project.

The members of the Parcel 18+ Task Force work on a volunteer basis. Last year they hired a full time staff person to coordinate the various planning and review activities in which they are engaged, and paid consultants to assist with more technical aspects of the project. This assistance was made possible through grants approved by the BRA in October 1988 in the amount of $25,000.

The Parcel 18+ Task Force is requesting a license agreement be granted to them on the first floor at 2406 Washington Street for one (1) year. The leased space will consist of forty square feet of office space at one dollar, $1.00, per year. The Parcel 18+ Task Force would occupy part of the first floor of the building for their administrative staff. Furthermore, the Licensee agrees to indemnify and hold harmless the BRA from any liability and/or damages, resulting from the Licensee's use of the premises.

The Dudley Site Office, located at 2406 Washington Street, is a BRA owned building in the Dudley Square Area. Over the summer of 1988 the BRA staff, formerly in the building since January 1986, have been relocated to City Hall or the Navy Yard.

The Parcel 18+ Task Force will be an important addition to the Dudley Square community. It will offer outreach services to community residents effected by the Parcel 18 project. By allowing the Parcel 18+ Task Force to license space at 2406 Washington Street, the Task Force would be accessible to community residents needing development information.

It is therefore, recommended that the BRA authorize the Director to enter into a Standard License Agreement with The Parcel 18+ Task Force for the purpose of using the first floor of the Dudley Site Office for office space.

A license agreement in the form to be executed is attached.

An appropriate vote follows:

Voted: That the Director be authorized to execute and deliver a License Agreement to the Parcel 18+ Task Force for temporary use of the BRA owned premises located at 2406 Washington Street effective April 28, 1989 for a period not more than one year, and further that the consideration for said license shall be no more than one (1) dollar per year. The license is to contain the express opinion that no obligation on the part of the BRA is to be construed beyond the temporary tenancy. The license shall contain the usual requirements and such other terms and conditions as the Director deems proper and in the best interests of the BRA.